

EVERETT CITY COUNCIL AGENDA ITEM COVER SHEET

PROJECT TITLE:

Lease with Congressman Rick
Larsen for office space in the
Wall Street Building

_____ Briefing
_____ Proposed Action
_____ Consent
_____ X Action
_____ First Reading
_____ Second Reading
_____ Third Reading
_____ Public Hearing
_____ Budget Advisory

COUNCIL BILL # _____
Originating Department Facilities/Real
Property
Contact Person Barbara Hardman
Phone Number 425-257-7294
FOR AGENDA OF December 28, 2016

Initialed by: _____
Department Head
CAA
Council President



<u>Location</u>	<u>Preceding Action</u>	<u>Attachments</u>	<u>Department(s) Approval</u>
2930 Wetmore Avenue	12/27/00 Initial Lease Agreement, Subsequent bi annual renewals, 01/03/15 most recent renewal	District Office Lease	Legal, Facilities

Amount Budgeted	-0-	
Expenditure Required	-0-	Account Number(s):
Budget Remaining	-0-	
Additional Required	-0-	

DETAILED SUMMARY STATEMENT:

On December 27, 2000 the City Council approved a 2-year lease with Congressman Rick Larsen to lease 1,980 square feet of office space on the 9th floor of the Wall Street Building located at 2930 Wetmore Avenue and two parking spaces. The initial lease term ended January 2, 2003.

Subsequent lease agreements commenced at two-year intervals each January 3rd of 2003, 2005, 2007, 2009, 2011, 2013, and 2015 expiring on January 2nd coinciding with the Lessee's congressional terms.

The proposed lease commences on January 3, 2017 and expires on January 2, 2019 with a renegotiated rent increase to \$4,229 per month to reflect market rent for the office space and parking.

RECOMMENDATION

Authorize the Mayor to sign the lease with Congressman Rick Larsen for office space in the Wall Street Building.

DISTRICT OFFICE LEASE

**CITY OF EVERETT
WALL STREET BUILDING**

This Lease is made this ____ day of _____, 2016 between the City of Everett, a municipal corporation under the laws of the State of Washington, hereinafter referred to as the "Lessor", and Congressman Rick Larsen, hereinafter referred to as "Lessee".

WITNESS

1. PREMISES. The Lessor does hereby lease to Lessee, and Lessee does hereby lease from Lessor, those certain premises commonly known as Suite 901, (hereinafter called "Premises"), being situated in the Wall Street Building located at 2930 Wetmore Avenue, Everett, Washington legally described as:

All of Lots 18, 19, 20, 21, 22, 23, 24, 25, 26, 27 and Lot 28 EXCEPT Beginning at a point 2 inches South of the Northeast corner of said Lot 28, thence North to said Northeast corner; thence West along the North line of said Lot 28 to the Northwest corner thereof; thence South along the West line of said lot, 6 inches; thence Easterly in a straight line to the Point of Beginning; all in Block 683, Replat of Block 683, Plat of Everett, according to the plat thereof recorded in Volume 4 of Plats, page 49, records of the Auditor, of the County of Snohomish, State of Washington,

together with rights of ingress and egress over common areas incorporated herein by this reference, which premises are approximately 1,980 leasable square feet in size and are referred to herein as the "Premises". Further, Lessor agrees to provide Lessee parking as provided in Exhibit A which is attached hereto and incorporated herein by reference.

2. TERM. The term of this lease shall be for two (2) years and commence on January 3, 2017, and end at midnight January 2, 2019.

3. RENT. Lessee leases said Premises for said period and agrees to pay a monthly rental in the amount of \$4,229.00. (The monthly rent is based on an annual rate of \$24.97 per square foot for 1,980 rented square feet and an annual charge of \$1,320.00 for parking.) The rent is due in arrears on or before the end of each month during the term of this lease to:

Treasurer
City of Everett
2930 Wetmore
Everett, WA 98201

or such other place as the Lessor may from time to time designate in writing. All rent payments must be made without deduction or offset.

4. USE. The Lessee will use and occupy said Premises for general office use. Lessee agrees that in the operation of the business to be conducted on said Premises and in any occupancy thereof Lessee shall comply with the laws, rules and regulations of the governments

of the United States, State of Washington, Snohomish County and City of Everett. Lessee agrees to maintain the Premises in good condition and repair throughout the term of the lease. Lessee agrees not to use any machinery or equipment in the Premises which might be injurious to the building or which might cause noise or vibration which would be objectionable to other tenants. Upon termination of the lease, Lessee shall quit and surrender the Premises in as good a state and condition as reasonable use and wear and tear thereof permit, damage by the elements or other actions not caused by Lessee or its employees, agents, customers or invitees excepted.

5. ALTERATIONS AND FIXTURES. Lessee has accepted the Premises in their present condition, (as-is) After prior written consent of Lessor, Lessee may make alterations, and additions in said Premises, at Lessee's sole cost and expense. Lessee shall submit to the Administrative Counsel for the CAO all plans for any such alterations or additions before undertaking any alterations or additions to the Premises. In the performance of such work, Lessee agrees to comply with all laws, ordinances, rules, and regulations of any proper public authority. Upon termination of this Lease, if Lessor elects to not retain Lessee's alterations Lessee shall remove such alterations installed by Lessee and restore the Premises to its original condition not later than the termination date, at Lessee's sole cost and expense. Any such alterations not so removed shall be removed at Lessee's expense including the cost to repair any damage caused by such removal. All alterations made to the Premises by either the Lessor or Lessee shall become part of the building and shall remain on the Premises at the option of the Lessor without compensation to the Lessee.

6. LIENS. In the event the Premises shall at any time during the term of this lease become subject to any suit brought to enforce a lien or any statement or claim of lien filed to enforce a lien resulting from the furnishing of materials or labor to Lessee on the Premises, Lessee may contest such lien by legal proceedings but shall, in any event, cause such lien, at its sole cost, to be discharged within thirty (30) days after notice thereof by the substitution therefore of a mechanic's lien release bond, by posting of adequate security for the payment thereof (including all expenses incident thereto), or by such other method as shall be reasonably satisfactory to Lessor.

7. SUBLETTING AND ASSIGNMENT. Lessee shall not sublet the whole or any part of said Premises, nor assign this lease, or any part thereof, without the written consent of Lessor which consent shall not be unreasonably withheld. If consent is once given by Lessor to the assignment of this lease, or any interest therein, Lessor shall not be barred from afterward refusing to consent any further assignment. This lease shall not be assignable by operation of law.

Any assignment made by Lessee shall not become effective until the assignee, in writing, shall assume this lease and agree to perform and be bound by all of the obligations of Lessee accruing under this lease from and after the date of such assignment. In the event of such an assignment and assumption, Lessor shall remain bound by all of the obligations of Lessor accruing under this lease and, regardless of Lessor's consent, no subletting or assignment shall release Lessee of Lessee's obligation or alter the primary liability of Lessee to pay the rent and to perform all other obligations to be performed by Lessee hereunder. Acceptance of rent by Lessor from any other person shall not be deemed to be a waiver by Lessor of any provision hereof. Consent to one assignment or subletting shall not be deemed consent to any subsequent assignment or subletting.

In the event of a permitted assignment of this Lease, Lessor, without having advice from the Lessee to the contrary, shall at such time credit all unearned rental hereunder to the assignee. Any other disposition of unearned rental will be made by Lessor only upon the joint written request of both Lessee and Lessor's Assignee at the time of submitting said assignment to Lessor for its consent.

8. CASUALTY REBUILDING CONDEMNATION. In the event the building of which the Premises are a part shall be destroyed or damaged by fire or other causes (and regardless of the extent of the damage to the Premises) to such an extent that the Lessor shall decide to discontinue the operation of the building as an office building, which decision shall be communicated to Lessee within thirty (30) days after such damage or destruction, then this lease shall be terminated as of the date of such damage or destruction. In the event of damage to the Premises by fire or other causes, other than under the circumstances described in the preceding sentence, Lessor shall repair the Premises within a reasonable time and as quickly as circumstances will permit upon the same plan as immediately before the damage or destruction. Until the Premises are repaired and put in a good and tenantable order, the rents herein provided for, or a fair and just proportion thereof according to the nature and extent of the damage sustained, shall be abated until the Premises shall have been restored to the same condition as they were before such damage or destruction.

In the event that the Premises are not usable as contemplated in this agreement for over 180 days due to the damage, Lessee shall have the right to terminate the lease.

If the property or any part thereof wherein the Premises are located shall be taken by public or quasi-public authority under any power of eminent domain or condemnation, this lease, at the option of the Lessor shall forthwith terminate and Lessee shall have no claim or interest in or to any award of damages for such taking.

9. WAIVER OF SUBROGATION. Lessor and Lessee each mutually release the other from every right, claim and demand which may hereafter arise in favor of either arising out of or in connection with any loss occasioned by fire and such other perils as are included in the provisions of the normal extended coverage clauses of fire insurance policies, and do hereby waive all rights of subrogation in favor of insurance carriers arising out of any such losses and sustained by either the Lessor or the Lessee in or to the Premises or any property therein. Provided, however, that if at any time either Lessor or Lessee can obtain a waiver of subrogation clause only for an additional premium, such clause shall be obtained only if the party in whose favor it runs pays such additional premium. If such waiver of subrogation can be obtained only for an additional premium by either Lessor or Lessee, and either party elects not to obtain a waiver of subrogation, this entire clause shall be null and void.

10. NOTICES. All notices to be given by the parties hereto shall be in writing and may either be served personally or may be deposited in the United States mail, postage prepaid, by either registered or certified mail, and if to be given Lessor, may be addressed to Lessor at:

Mayor of Everett
City of Everett
2930 Wetmore
Everett, WA 98201

Real Property Manager
City of Everett
3200 Cedar Ave.
Everett, WA 98201

City Clerk
City of Everett
2930 Wetmore
Everett, WA 98201

or if to be given Lessee, may be addressed to Lessee at the following address(es):

Congressman Rick Larsen
Wall Street Building Suite 901
2930 Wetmore Ave
Everett, WA 98201

11. SERVICES. Lessor agrees to provide the Premises with electricity, water, sewer, heat and air conditioning Monday through Friday, 6:00 AM to 6:00 PM, and janitorial and garbage services Monday through Friday.

Lessor shall not be liable for any loss, injury, or damaged property caused by or resulting from any variation, interruption, or failure of such service beyond Lessors reasonable control. No temporary interruption or failure of such services incident to the making of repairs, alterations, or improvements, or due to accident or strike, or conditions or events beyond Lessor's reasonable control shall be deemed an eviction of Lessee or shall release Lessee from any of Lessee's obligations hereunder.

12. ACCESS REPAIRS. No compensation shall be made to or claimed by the Lessee from the Lessor by reasons of inconvenience, annoyance or damage of any kind whatsoever arising from the making of repairs to or maintenance or alteration of the building or appurtenances of the Premises covered hereby. Lessor reserves the right to make repairs, alterations, connections or extensions when and where the same may be deemed by the Lessor to be necessary. However, any repairs, maintenance or alteration of the building or appurtenances shall not render the building unusable for the purposes of this lease because of any action arising from the making of the repairs, maintenance or alteration to the building or appurtenances. Nothing herein contained shall be construed as an agreement on the part of the Lessor to make any repair or alteration whatsoever. Lessee agrees to pay for all repairs, alterations, connections or extensions becoming necessary, in the reasonable opinion of Lessor, due to negligence of Lessee, its agents, employees, representatives.

13. SIGNS. Lessee shall have the right to place identifying signage on and about the Premises with consent of Lessor, subject to compliance with all applicable laws. This consent shall not be unreasonably withheld.

14. INSOLVENCY. In the event that the Lessee shall make an assignment for the benefit of creditors, or shall be adjudicated a bankrupt, or if a receiver is appointed for the Lessee or if the property of the Lessee upon the Premises shall be seized by any enforcement officer by reason of an attachment, execution or other process, Lessor shall have the option to terminate this lease.

15. DEFAULT - TERMINATION. If Lessee fails to observe or perform any term or condition of this lease, the Lessor may elect to deliver written notice to the Lessee as specified in section 12 above. After failure to cure a monetary default within ten (10) days after receiving notice or a non-monetary default within thirty (30) days after receiving notice, the Lessee shall be deemed to be in default. In the event of default and upon thirty (30) days written notice of termination to the Lessee in default, the Lessor may terminate this lease.

16. NO WAIVER OF COVENANTS. No waiver of any default hereunder shall be implied from any omission by either party to take any action on account of such default if such default persists or is repeated and no express waiver shall affect any default other than the default specified in the express waiver and that only for the time and to the extent therein stated. The acceptance by Lessor of rent with knowledge of the breach of any of the covenants of this lease by Lessee shall not be deemed a waiver of any such breach. One or more waivers of any breach of any covenant, term, or condition of this lease shall not be construed as a waiver of any subsequent breach of the same covenant, term, or condition.

17. DELAYED POSSESSION. In the event of the inability of Lessor to deliver possession of the Premises for any reason whatsoever at the time of the commencement of the term of this lease, neither Lessor nor its agents shall be liable for any damage caused thereby, nor shall this lease thereby become void or voidable, nor shall the term herein specified by in any way extended, but in such event Lessee shall not be liable for any rent until such time as Lessor can deliver possession, and in the event that possession is delayed over ninety (90) days, Lessee shall have the right to terminate this lease.

18. HOLDING OVER. Any tenancy of the premises by Congressman Rick Larsen after the expiration of the term of this lease, shall be from month to month, and upon terms mutually acceptable to Lessor and Congressman Rick Larsen.

19. HEIRS. The rights, liabilities, and remedies provided for herein shall extend to the heirs, legal representatives, successors and, so far as the terms of this lease permit, assigns of the parties hereto; and the words "Lessor" and "Lessee" and their accompanying verbs or pronouns, wherever used in this lease, shall apply equally to all persons, firms or corporations which may be or become parties hereto.

20. RULES. Lessee agrees to abide by the rules and regulations governing the operation of the building which may be made by Lessor from time to time, and will use reasonable methods to induce customers, clients and all persons invited by Lessee into said building to observe the same.

21. LEASE TAX. The leasehold interest of Lessee in the Premises is not subject to Leasehold Excise Tax (Chapter 82.29A RCW) and therefore is not required as a part of this lease agreement.

22. RECORDING. Lessee agrees that Lessor, at its sole option and at any time prior to the expiration of this lease, may file same or a Memorandum Form thereof for recording with the Director, Records and Elections, Snohomish County, Washington. If a Memorandum Form of the lease is filed for recording, Lessee agrees to execute and return same promptly upon receipt from Lessor.

23. TIME. Time is of the essence of this agreement.

24. HAZARDOUS MATERIAL. Lessee shall not cause or permit any Hazardous Material to be brought upon, kept, or used in or about the Premises by Lessee, its agents, employees, contractors, or invitees, without the prior written consent of Lessor. Lessee's request for use of commercial products that may be considered Hazardous Materials shall include a listing of the products, their intended uses by Lessee, and the manufacturer's Material Safety Data Sheet for each product, as prepared in accordance with 29 CFR 1910.1200 (hazard communication). Lessee's request shall also include a statement that Lessee will handle, store, and dispose of the products in accordance with the manufacturers' Material Safety Data Sheets. Lessor shall not unreasonably withhold consent as long as Lessee demonstrates to Lessor's reasonable satisfaction that such Hazardous Material is necessary or useful to Lessee's business and will be used, kept, and stored in a manner that complies with all laws regulating any such Hazardous Material, brought upon or used or kept in or about the Premises.

Without limiting the previous portions of this Section, if the presence of any Hazardous Material on the Premises caused or permitted by Lessee results in any contamination of the premises, Lessee shall promptly take all actions at its sole expense as are necessary to return the Premises to the condition existing prior to the introduction of any such Hazardous Material to the Premises. Provided, however, Lessor's approval of such actions shall first be obtained. Lessor's approval shall not unreasonably be withheld so long as such actions would not potentially have any material adverse long-term or short-term effect on the Premises.

If the Lessee spills, releases, or disposes of any Hazardous Material in the Premises, Lessor may, at Lessor's sole option, declare Lessee in default.

As used herein, the term "Hazardous Material" means any hazardous or toxic substance, material, or waste which is or becomes regulated by any local governmental authority, the State of Washington, or the United States Government.

All portions of this Hazardous Material Section shall survive the expiration or early termination of this lease for a period of 2 years.

25. PRIORITY/ESTOPPEL CERTIFICATES. Lessee agrees to execute any subordination or estoppel certificates which may be requested by Lessor within fifteen (15) days of their submission to Lessee. If the subordination or estoppel certificate notes or describes any outstanding dispute between the Lessor and Lessee, the certificate will not act as a waiver of the outstanding dispute.

26. NO BROKERS. Lessor and Lessee warrant to one another that neither has engaged a broker in connection with this Lease.

27. INSPECTION AND RIGHT-OF-ENTRY. Lessor and its agents shall have the right, but not the duty, to inspect the Premises at any time to determine whether Lessee is complying with the terms of this Lease. If Lessee is not in compliance with this Lease, Lessor shall have the right, but not the duty, to immediately enter upon the Premises to remedy any violation caused by Lessee's failure to comply notwithstanding any other provision of this Lease. Lessor shall use its best efforts to minimize interference with Lessee's business but shall not be liable for any interference caused thereby.

28. COSTS AND ATTORNEY'S FEES. If, by reason of any default or breach on the part of the Lessee in the performance of any of the provisions of this Lease, it becomes necessary for Lessor to institute legal action as a result of the breach or default, then the Lessee agrees to pay all reasonable costs and attorney's fees incurred by the Lessor in connection therewith.

29. CAPTIONS. The Captions in this lease are for convenience only and do not in any way limit or amplify the provisions of this lease.

30. ENTIRE AGREEMENT. This Lease and the District Office Lease Attachment represents the entire agreement between the parties and supersedes all other agreements and representations made prior hereto. No amendment hereof shall be binding on either party unless and until approved in writing by both parties.

31. SEVERABILITY. If any provision of this Lease or any application hereof shall be found to be invalid or unenforceable, for any reason, the remainder of this Lease and any other application of such provision shall not be affected thereby.

32. INSOLVENCY. If Lessee shall file a Petition in Bankruptcy, or if Lessee shall be adjudged bankrupt or insolvent by any court, or if a receiver of the property of Lessee shall be appointed in any proceeding brought by or against Lessee, or if Lessee shall make an assignment for the benefit of creditors, the Lessor may, at its option, terminate this Lease.

33. BINDING EFFECT. This Lease shall be binding upon the parties hereto and upon their respective representatives, successors and assign.

34. VENUE. This Lease shall be administered and interpreted under the laws of the State of Washington. Jurisdiction of litigation arising from this Lease shall be in Snohomish County, Washington.

IN WITNESS WHEREOF THE PARTIES hereto have executed this lease the day and year first above written.

LESSOR:

CITY OF EVERETT

MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY

STATE OF WASHINGTON)
) ss.
COUNTY OF SNOHOMISH)

I certify that I know or have satisfactory evidence that Ray Stephanson signed this instrument, on oath stated that he was authorized to execute the instrument and acknowledged it as the Mayor of the City of Everett to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated _____

Signature of Notary Public _____

Title: _____

My commission expires: _____

LESSEE:

Congressman Rick Larsen

BY: _____.

STATE OF WASHINGTON)
) ss.
COUNTY OF SNOHOMISH)

I certify that I know or have satisfactory evidence that _____ signed this instrument, on oath stated that he was authorized to execute the instrument and acknowledged it as the _____ to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated _____

Signature of Notary Public _____

Title: _____

My commission expires: _____

Exhibit A - Parking Agreement

The City of Everett (Lessor) agrees to provide parking to Congressman Larsen (Lessee) at the locations and rates listed below:

- 1 stall located in the Wall Street Building garage at \$65.00 per month.
- 1 stall located adjacent to the Wall Street Building at \$45.00 per month.

These rates are included in the rent required to be paid by Lessor as provided in Section 3 of the lease. These rates shall be effective as of January 3, 2017.

U.S. House of Representatives
Washington, D.C. 20515

District Office Lease Attachment
(Page 1 of 5 – 115th Congress)

SECTION A
(Lease Amenities)

Section A designates whether the leased space will be the Member/Member-Elect's flagship (primary) office and sets forth the amenities provided by the Lessor to be included in the Lease. Except as noted below, the amenities listed are not required for all district offices.

To be completed by the Member/Member-elect:

- ☒ The leased space will serve as my flagship (primary) District Office.
☐ The leased space will NOT serve as my flagship (primary) District Office.

To be completed by the Lessor:

- ☐ Amenities are separately listed elsewhere in the Lease.
(The below checklist can be left blank if the above box is checked.)

The Lease includes (please check and complete all that apply):
(Items marked with an asterisk and in bold are **required** for all flagship offices of Freshman Members of the 115th Congress.)

- ☒ * **Broadband and/or Cable Access to the Leased Space (e.g. Comcast, Cox, Verizon, etc.).**
(Verify broadband access by entering the address of the leased space at www.broadbandmap.gov)
- ☒ * **Interior Wiring CAT 5e or Better within Leased Space.**
- ☒ Lockable Space for Networking Equipment.
- ☒ Telephone Service Available.
- ☒ Parking. ☒ Assigned Parking Spaces
 ☒ Unassigned Parking Spaces
 ☒ General Off-Street Parking on an As-Available Basis
- ☒ Utilities. Includes: Water, Sewer, Garbage
- ☐ Janitorial Services. Frequency: for common areas daily
- ☒ Trash Removal. Frequency: Daily
- ☐ Carpet Cleaning. Frequency: None
- ☒ Window Washing. ☐ Window Treatments.
- ☐ Tenant Alterations Included In Rental Rate.
- ☒ After Hours Building Access.
- ☐ Office Furnishings. Includes: _____
- ☒ Cable TV Accessible. If checked, Included in Rental Rate: ☐ Yes ☒ No
- ☒ Building Manager. ☐ Onsite ☒ On Call Contact Name: Scott Pattison
Phone Number: 257-8846 Email Address: SPattison@everettwa.gov

Send completed forms to: Administrative Counsel, 217 Ford House Office Building, Washington, D.C. 20515.
Copies may also be faxed to 202-225-6999.

District Office Lease Attachment

(Page 2 of 5 – 115th Congress)

SECTION B

(Additional Terms and Conditions)

1. **Incorporated District Office Lease Attachment.** Lessor (Landlord) and Lessee (Member/Member-Elect of the U.S. House of Representatives) agree that this District Office Lease Attachment ("Attachment") is incorporated into and made part of the Lease ("Lease") and, if applicable, District Office Lease Amendment ("Amendment") to which it is attached.
2. **Performance.** Lessor expressly acknowledges that neither the U.S. House of Representatives (the "House") nor its Officers are liable for the performance of the Lease. Lessor further expressly acknowledges that payments made by the Chief Administrative Officer of the House (the "CAO") to Lessor to satisfy Lessee's rent obligations under the Lease – which payments are made solely on behalf of Lessee in support of his/her official and representational duties as a Member of the House – shall create no legal obligation or liability on the part of the CAO or the House whatsoever. Lessee shall be solely responsible for the performance of the Lease and Lessor expressly agrees to look solely to Lessee for such performance.
3. **Modifications.** Any amendment to the Lease must be in writing and signed by the Lessor and Lessee. Lessor and Lessee also understand and acknowledge that the Administrative Counsel for the CAO ("Administrative Counsel") must review and give approval of any amendment to the Lease prior to its execution.
4. **Compliance with House Rules and Regulations.** Lessor and Lessee understand and acknowledge that the Lease shall not be valid, and the CAO will not authorize the disbursement of funds to the Lessor, until the Administrative Counsel has reviewed the Lease to determine that it complies with the Rules of the House and the Regulations of the Committee on House Administration, and approved the Lease by signing the last page of this Attachment.
5. **Payments.** The Lease is a fixed term lease with monthly installments for which payment is due in arrears on or before the end of each calendar month. In the event of a payment dispute, Lessor agrees to contact the Office of Finance of the House at 202-225-7474 to attempt to resolve the dispute before contacting Lessee.
6. **Void Provisions.** Any provision in the Lease purporting to require the payment of a security deposit shall have no force or effect. Furthermore, any provision in the Lease purporting to vary the dollar amount of the rent specified in the Lease by any cost of living clause, operating expense clause, pro rata expense clause, escalation clause, or any other adjustment or measure during the term of the Lease shall have no force or effect.
7. **Certain Charges.** The parties agree that any charge for default, early termination or cancellation of the Lease which results from actions taken by or on behalf of the Lessee shall be the sole responsibility of the Lessee, and shall not be paid by the CAO on behalf of the Lessee.
8. **Death, Resignation or Removal.** In the event Lessee dies, resigns or is removed from office during the term of the Lease, the Clerk of the House may, at his or her sole option, either: (a)

U.S. House of Representatives
Washington, D.C. 20515

District Office Lease Attachment

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terminate the Lease by giving thirty (30) days' prior written notice to Lessor; or (b) assume the obligation of the Lease and continue to occupy the premises for a period not to exceed sixty (60) days following the certification of the election of the Lessee's successor. In the event the Clerk elects to terminate the Lease, the commencement date of such thirty (30) day termination notice shall be the date such notice is delivered to the Lessor or, if mailed, the date on which such notice is postmarked.

9. **Term.** The term of the Lease may not exceed the constitutional term of the Congress to which the Lessee has been elected. The Lease may be signed by the Member-Elect before taking office. Should the Member-Elect not take office to serve as a Member of the 115th Congress, the Lease will be considered null and void.
10. **Early Termination.** If either Lessor or Lessee terminates the Lease under the terms of the Lease, the terminating party agrees to promptly file a copy of any termination notice with the Office of Finance, U.S. House of Representatives, O'Neill Federal Building, Suite 3220, Attn: Levi Matthews, Washington, D.C. 20515, and with the Administrative Counsel by e-mail at leases@mail.house.gov.
11. **Assignments.** Lessor shall not have the right to assign (by operation of law or otherwise) any of its rights, interests and obligations under the Lease, in whole or in part, without providing thirty (30) days prior written notice to Lessee, and any such purported assignment without such notice shall be void. Lessor shall promptly file a copy of any such assignment notice with the Administrative Counsel by e-mail at leases@mail.house.gov.
12. **Sale or Transfer of Leased Premises.** Lessor shall provide thirty (30) days prior written notice to Lessee in the event (a) of any sale to a third party of any part of the leased premises, or (b) Lessor transfers or otherwise disposes of any of the leased premises, and provide documentation evidencing such sale or transfer in such notice. Lessor shall promptly file a copy of any such sale or transfer notice with the Administrative Counsel by e-mail at leases@mail.house.gov.
13. **Bankruptcy and Foreclosure.** In the event (a) Lessor is placed in bankruptcy proceedings (whether voluntarily or involuntarily), (b) the leased premises is foreclosed upon, or (c) of any similar occurrence, Lessor agrees to promptly notify Lessee in writing. Lessor shall promptly file a copy of any such notice with the Office of Finance, U.S. House of Representatives, O'Neill Federal Building, Suite 3220, Attn: Levi Matthews, Washington, D.C. 20515, and with the Administrative Counsel by e-mail at leases@mail.house.gov.
14. **Estoppel Certificates.** Lessee agrees to sign an estoppel certificate relating to the leased premises (usually used in instances when the Lessor is selling or refinancing the building) upon the request of the Lessor. Such an estoppel certificate shall require the review of the Administrative Counsel, prior to Lessee signing the estoppel certificate. Lessor shall promptly provide a copy of any such estoppel certificate to the Administrative Counsel by e-mail at leases@mail.house.gov.

U.S. House of Representatives
Washington, D.C. 20515

District Office Lease Attachment
(Page 4 of 5 – 115th Congress)

15. **Maintenance of Common Areas.** Lessor agrees to maintain in good order, at its sole expense, all public and common areas of the building including, but not limited to, all sidewalks, parking areas, lobbies, elevators, escalators, entryways, exits, alleys and other like areas.
16. **Maintenance of Structural Components.** Lessor also agrees to maintain in good order, repair or replace as needed, at its sole expense, all structural and other components of the premises including, but not limited to, roofs, ceilings, walls (interior and exterior), floors, windows, doors, foundations, fixtures, and all mechanical, plumbing, electrical and air conditioning/heating systems or equipment (including window air conditioning units provided by the Lessor) serving the premises.
17. **Lessor Liability for Failure to Maintain.** Lessor shall be liable for any damage, either to persons or property, sustained by Lessee or any of his or her employees or guests, caused by Lessor's failure to fulfill its obligations under Sections 15 and 16.
18. **Initial Alterations.** Lessor shall make any initial alterations to the leased premises, as requested by Lessee and subject to Lessor's consent, which shall not be unreasonably withheld. The cost of such initial alterations shall be included in the annual rental rate.
19. **Federal Tort Claims Act.** Lessor agrees that the Federal Tort Claims Act, 28 U.S.C. §§ 2671-80, satisfies any and all obligations on the part of the Lessee to purchase private liability insurance. Lessee shall not be required to provide any certificates of insurance to Lessor.
20. **Limitation of Liability.** Lessor agrees that neither Lessee nor the House nor any of the House's officers or employees will indemnify or hold harmless Lessor against any liability of Lessor to any third party that may arise during or as a result of the Lease or Lessee's tenancy.
21. **Compliance with Laws.** Lessor shall be solely responsible for complying with all applicable permitting and zoning ordinances or requirements, and with all local and state building codes, safety codes and handicap accessibility codes (including the Americans with Disabilities Act), both in the common areas of the building and the leased space of the Lessee.
22. **Electronic Funds Transfer.** Lessor agrees to accept monthly rent payments by Electronic Funds Transfer and agrees to provide the Office of Finance, U.S. House of Representatives, with all banking information necessary to facilitate such payments.
23. **Refunds.** Lessor shall promptly refund to the CAO, without formal demand, any payment made to the Lessor by the CAO for any period for which rent is not owed because the Lease has ended or been terminated.
24. **Conflict.** Should any provision of this Attachment be inconsistent with any provision of the attached Lease or attached Amendment, the provisions of this Attachment shall control, and those inconsistent provisions of the Lease or the Amendment shall have no force and effect to the extent of such inconsistency.

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Washington, D.C. 20515

District Office Lease Attachment

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25. **Construction.** Unless the clear meaning requires otherwise, words of feminine, masculine or neuter gender include all other genders and, wherever appropriate, words in the singular include the plural and vice versa.
26. **Fair Market Value.** The Lease or Amendment is entered into at fair market value as the result of a bona fide, arms-length, marketplace transaction. The Lessor and Lessee certify that the parties are not relatives nor have had, or continue to have, a professional or legal relationship (except as a landlord and tenant).
27. **District Certification.** The Lessee certifies that the office space that is the subject of the Lease is located within the district the Lessee was elected to represent unless otherwise authorized by Regulations of the Committee on House Administration.
28. **Counterparts.** This Attachment may be executed in any number of counterparts and by facsimile copy, each of which shall be deemed to be an original but all of which together shall be deemed to be one and the same instrument.
29. **Section Headings.** The section headings of this Attachment are for convenience of reference only and shall not be deemed to limit or affect any of the provisions hereof.

IN WITNESS WHEREOF, the parties have duly executed this District Office Lease Attachment as of the later date written below by the Lessor or the Lessee.

City of Everett

Congressman Rick Larsen

Print Name of Lessor/Landlord

Print Name of Lessee

By:

Barbara Hardman

Lessor Signature

Lessee Signature

Name:

Barbara Hardman

Title:

Real Property

Project Coordinator

12/13/2016

Date

Date

From the Member's Office, who is the point of contact for questions?

Name

Phone ()

E-mail

@mail.house.gov

This District Office Lease Attachment and the attached Lease or Amendment have been reviewed and are approved, pursuant to Regulations of the Committee on House Administration.

Signed _____ Date _____, 20_____
(Administrative Counsel)

Send completed forms to: Administrative Counsel, 217 Ford House Office Building, Washington, D.C. 20515.
Copies may also be faxed to 202-225-6999.

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